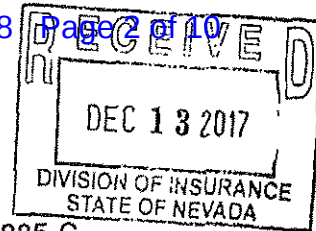


# **EXHIBIT A**

Electronically Issued  
12/7/2017 2:50 PM

SUMM

**District Court**  
**CLARK COUNTY, NEVADA**

BRIAN PEELER,

Plaintiff,

vs.

RLI INSURANCE COMPANY, an entity licensed to do business in the State of Nevada; DOE INDIVIDUALS 1 through 10; XYZ CORPORATIONS 11 through 20; ABC LIMITED LIABILITY COMPANIES 21 through 30, inclusive,

Defendants.

CASE NO.:

A-17-765885-C

DEPT NO.:

Department 2

**SUMMONS TO RLI INSURANCE COMPANY**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT: RLI INSURANCE COMPANY**

A civil Complaint has been filed by the Plaintiff against you for the relief as set forth in the Complaint.

1. If you wish to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:

- a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.
- b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff, and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer or other responsive pleading to the complaint.

Issued at the direction of:  
NETTLES LAW FIRM

*William R. Killip, Jr.*  
William R. Killip, Jr., Esq., Nevada Bar No. 3660  
Attorney for Plaintiff  
1389 Galleria Drive, Suite 200  
Henderson, Nevada 89014  
Telephone: (702) 434-8282

NOTE: When service is by publication, add a brief statement of the object of the action. See Rules of Civil Procedure 4(b).

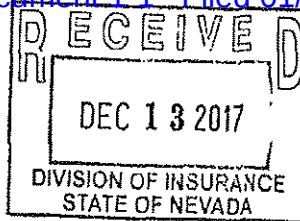
STEVEN D. GRIERSON  
CLERK OF THE COURT

By:

*Michelle McCarthy*  
Deputy Clerk  
Regional Justice Center  
200 East Lewis Avenue  
Las Vegas, Nevada 89155  
Michelle McCarthy

12/8/2017

Date



Electronically Filed  
12/7/2017 2:50 PM  
Steven D. Grierson  
CLERK OF THE COURT

*Steven D. Grierson*

1 **COMP**  
2 BRIAN D. NETTLES, ESQ.  
3 Nevada Bar No. 7462  
4 WILLIAM R. KILLIP, JR., ESQ.  
5 Nevada Bar No. 3660  
6 JENNIFER A. PETERSON, ESQ.  
7 Nevada Bar No. 11242  
8 NETTLES LAW FIRM  
9 1389 Galleria Drive, Suite 200  
10 Henderson, Nevada 89014  
11 Telephone: (702) 434-8282  
12 Facsimile: (702) 434-1488  
13 [brian@nettleslawfirm.com](mailto:brian@nettleslawfirm.com)  
14 [bill@nettleslawfirm.com](mailto:bill@nettleslawfirm.com)  
15 [jennifer@nettleslawfirm.com](mailto:jennifer@nettleslawfirm.com)  
16 Attorneys for Plaintiff

11 **DISTRICT COURT**  
12  
13 **CLARK COUNTY, NEVADA**

14 BRIAN PEELER, individually,  
15  
16 Plaintiff,

17 vs.

18 RLI INSURANCE COMPANY, an entity  
19 licensed to do business in the State of  
20 Nevada; DOE INDIVIDUALS 1 through 10;  
21 XYZ CORPORATIONS 11 through 20; ABC  
22 LIMITED LIABILITY COMPANIES 21  
23 through 30, inclusive,

24 Defendants.

CASE NO A-17-765885-C  
DEPT NO. Department 2

**COMPLAINT**

24 COMES NOW Plaintiff BRIAN PEELER ("Mr. Peeler" and/or "Plaintiff") by and  
25 through his counsel, Brian D. Nettles, Esq., William R. Killip, Jr., Esq., and Jennifer A. Peterson,  
26 Esq., of the Nettles Law Firm, and for his causes of action against Defendant RLI INSURANCE  
27 COMPANY ("RLI" and/or "Defendant"), complains and alleges as follows:

28 ///

**NETTLES LAW FIRM**  
1389 Galleria Drive, Suite 200  
Henderson, NV 89014

702-434-8282 / 702-434-1488 Fax

**NETTLES LAW FIRM**  
1389 Galleria Drive, Suite 200  
Henderson, NV 89014

702-434-8282 / 702-434-1488 Fax

**GENERAL ALLEGATIONS**

1  
2 1. Mr. Peeler is, and at all relevant times was, an individual residing in Clark  
3 County, Nevada.

4 2. On information and belief, RLI is, and at all relevant times was, an insurance  
5 company authorized to write insurance policies in the State of Nevada.

6 3. The true names and capacities, whether individual, corporate, associate,  
7 governmental or otherwise, of Defendants Does 1 through 10, XYZ Corporations 11 through 20  
8 and ABC Limited Liability Companies 21 through 30 ("Does/XYZ/ABC"), inclusive, are  
9 unknown to Plaintiff at this time, who therefore sues said Defendants by such fictitious names.  
10 When the true names and capacities of said Defendants have been ascertained, Plaintiff will  
11 amend this Complaint accordingly.

12 4. On information and belief, Does/XYZ/ABC participated in the ownership,  
13 management, control, entrustment, supervision, execution, driving, and/or provision of the  
14 services and actions involved in this action; Does/XYZ/ABC include, but are not limited to,  
15 owners, operators, managers, supervisors, employers, contractors, insurers, governmental  
16 authorities, and their agents, servants, representatives, employees, partners, joint venturers,  
17 related companies, subsidiaries, parents, affiliates, predecessors, and/or successors in interest.

18 5. On information and belief, Does/XYZ/ABC are responsible, negligently or in  
19 some other actionable manner, for the events and happenings hereinafter referred to, and caused  
20 injuries and damages proximately thereby to Plaintiff as hereinafter alleged.

21 6. On information and belief, Does/XYZ/ABC were involved in the initiation,  
22 approval, support or execution of the wrongful acts upon which this litigation is premised, or of  
23 similar actions against them of which the Plaintiff is presently unaware.

24 7. On information and belief, at all times herein mentioned, certain of the  
25 Defendants acted as the agent, servant, representative, employee, partner, and/or joint venturer of  
26 certain other Defendants, and at all said times were acting in the full course and scope of said  
27 agency, service, representation, employment, partnership, and/or joint venture.

28 ///

**NETTLES LAW FIRM**1389 Galleria Drive, Suite 200  
Henderson, NV 89014

702-434-8282 / 702-434-1488 Fax

1           8.       At all relevant times, Daniel Joseph Hoskins ("Mr. Hoskins") was the driver of a  
2 2014 Toyota Camry ("Vehicle 1").

3           9.       At all relevant times, Mr. Peeler was the driver of 2015 Toyota Tundra ("Vehicle  
4 2").

5           10.      Mr. Peeler's employer, Wallace-Morris Kline Surveying ("Wallace-Morris"), was  
6 the registered owner of Vehicle 2.

7           11.      On information and belief, Wallace-Morris authorized Mr. Peeler to drive Vehicle  
8 2.

9           12.      On or about May 18, 2015, Mr. Hoskins was driving Vehicle 1 westbound on  
10 Russell Road, near the northbound I-15 on-ramp.

11           13.      At approximately the same time, upon leaving work, Mr. Peeler was driving  
12 Vehicle 2 eastbound on Russell Road, about to enter the northbound I-15 on-ramp on a green  
13 light.

14           14.      Mr. Hoskins failed to obey his red traffic signal, causing Vehicle 1 to strike the  
15 right side of Vehicle 2 ("subject accident").

16           15.      As a result of Mr. Hoskin's negligence, Mr. Peeler suffered bodily injury, which  
17 required him to seek medical treatment, resulting in great pain, suffering and anxiety, and being  
18 unable to fully attend to his usual activities, including household tasks.

19           16.      Mr. Hoskins' liability policy provided coverage in the amount of \$15,000 per  
20 person and \$30,000 each occurrence, and was inadequate to compensate the Plaintiff for his loss.

21           17.      Wallace-Morris was at all times insured under a policy of automobile insurance  
22 issued by RLI and/or Does/XYZ/ABC, identified as policy no. PSA0001352 ("RLI Policy").

23           18.      The RLI Policy provided coverage for \$1,000,000.00, and was adequate to  
24 compensate the Plaintiff for his loss.

25           19.      As a result of the subject accident, the Plaintiff has incurred \$80,444.00 in  
26 medical treatment to date, and will be required to undergo future treatment.

27           20.      The Plaintiff promptly submitted a claim to RLI pursuant to the UIM benefit  
28 provision of the policy, and complied with all of Defendant's requests for further information,

**NETTLES LAW FIRM**  
 1389 Galleria Drive, Suite 200  
 Henderson, NV 89014

702-434-8282 / 702-434-1488 Fax

1 and otherwise fully cooperated in Defendant's investigation of the claim, having been led to  
 2 believe that the claim would be paid by the Defendant once said investigation was complete.

3 21. On or about November 14, 2017, RLI offered \$45,000.00 to compensate the  
 4 Plaintiff for his loss.

### 5 FIRST CAUSE OF ACTION

#### 6 (Breach of Contract)

7 22. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1  
 8 through 21 as though fully set forth herein.

9 23. Wallace-Morris entered into a valid contract, the RLI Policy, with the Defendant,  
 10 wherein the Defendant agreed to, among other things, provide uninsured/underinsured motorist  
 11 coverage in the amount of \$1,000,000.00.

12 24. On information and belief, Mr. Peeler was an authorized driver under the RLI  
 13 Policy.

14 25. Wallace-Morris fully performed all of its duties under the RLI Policy.

15 26. On or about May 18, 2015, Mr. Hoskins was an uninsured/underinsured motorist  
 16 as defined in the RLI Policy.

17 27. Plaintiff is legally entitled to recover damages well in excess of the amount  
 18 received from Mr. Hoskins.

19 28. The Defendant breached the RLI Policy by, among other things, refusing Plaintiff  
 20 the compensation due under the uninsured/underinsured coverage provisions.

21 29. As a direct and proximate result of Defendant's breach of the RLI Policy, Plaintiff  
 22 is entitled to recover damages in excess of \$15,000.00.

23 30. Plaintiff has been required to retain the services of counsel to prosecute this  
 24 matter, and, as such, is entitled to an award of costs and reasonable attorneys' fees incurred  
 25 herein.

26 ///

27 ///

28 ///

NETTLES LAW FIRM  
1389 Galleria Drive, Suite 200  
Henderson, NV 89014

702-434-8282 / 702-434-1488 Fax

**SECOND CAUSE OF ACTION**

**(Contractual Breach of Implied Covenant and Good Faith and Fair Dealing)**

31. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 30 as though fully set forth herein.

32. Implied in every contract in the State of Nevada is a covenant of good faith and fair dealing that requires the parties to act fairly and in good faith with each other.

33. Defendant breached its duty of good faith and fair dealing by, among other things, refusing Plaintiff full compensation due under the uninsured/underinsured coverage provisions.

34. Plaintiff has been damaged by the Defendant's breach of the implied warranty of good faith and fair dealing in an amount in excess of \$15,000.00.

35. Plaintiff has been required to retain the services of counsel to prosecute this matter, and, as such, is entitled to an award of costs and reasonable attorneys' fees incurred herein.

**THIRD CAUSE OF ACTION**

**(Tortious Breach of Implied Covenant of Good Faith and Fair Dealing)**

36. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 35 as though fully set forth herein.

37. Implied in every contract in the State of Nevada, including the RLI Policy, is a covenant of good faith and fair dealing that requires the parties to act fairly and in good faith with each other.

38. The Defendant owed a duty of good faith and fair dealing to the Plaintiff.

39. There was a special element of reliance between the Plaintiff and the Defendant, where the Defendant was in a superior or entrusted position.

40. The Defendant breached the RLI Policy's covenant of good faith and fair dealing by, among other things, refusing the Plaintiff full compensation due under the uninsured/underinsured coverage provisions.

41. The Defendant's breach of the RLI Policy's covenant of good faith and fair dealing was tortious because it was oppressive, fraudulent, and/or malicious.

**NETTLES LAW FIRM**  
 1389 Galleria Drive, Suite 200  
 Henderson, NV 89014

702-434-8282 / 702-434-1488 Fax

1           42. Because the Defendant's tortious breach of the RLI Policy's covenant of good  
 2 faith and fair dealing was oppressive, fraudulent, and/or malicious, the Plaintiff is entitled to  
 3 punitive and/or exemplary damages.

4                           **FOURTH CAUSE OF ACTION**

5                           **(Unfair Practices in Settling Claims)**

6           43. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1  
 7 through 42 as though fully set forth herein.

8           44. The Defendant has violated several provisions of Nev. Rev. Stat. § 686A.310 by,  
 9 among other things, failing to acknowledge and act with reasonable promptness in response to  
 10 communications from Plaintiff, and failing to effectuate prompt, fair and equitable settlements of  
 11 Plaintiff's claims.

12           45. The Plaintiff has been damaged by the Defendant's unfair practices in an amount  
 13 in excess of \$15,000.00.

14           46. The Plaintiff has been required to retain the services of counsel to prosecute this  
 15 matter, and, as such, is entitled to an award of costs and reasonable attorneys' fees incurred  
 16 herein.

17                           **FIFTH CAUSE OF ACTION**

18                           **(Declaratory Relief)**

19           47. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1  
 20 through 46 as though fully set forth herein.

21           48. Under Nev. Rev. Stat. § 30.010 et seq., the Uniform Declaratory Judgment Act,  
 22 any person interested under a written contract or other writings constituting a contract, or whose  
 23 rights, status or other legal relations are affected by a contract, may have determined any  
 24 questions of construction or validity arising under the contract and obtain a declaration of rights,  
 25 status or other legal relations thereunder.

26           49. A justiciable controversy exists, as the Plaintiff has asserted claims of right to  
 27 indemnification for his losses from the Defendant, and the Defendant has an interest in  
 28 contesting Plaintiff's claims of right.

**NETTLES LAW FIRM**  
1389 Galleria Drive, Suite 200  
Henderson, NV 89014

702-434-8282 / 702-434-1488 Fax

1           50.    The Plaintiff has a legally-protectable interest in the controversy, i.e., his right to  
2 indemnification from the Defendant.  
3           51.    The issue involved in the controversy is ripe for judicial determination because  
4 there is substantial controversy, among parties having adverse legal interests, of sufficient  
5 immediacy and reality to warrant the issuance of a declaratory judgment.  
6           52.    Accordingly, the Plaintiff requests a declaratory judgment that the Defendant  
7 owes him a duty to indemnify him on his uninsured/underinsured claim.  
8           53.    The Plaintiff has been required to retain the services of counsel to prosecute this  
9 matter, and, as such, is entitled to an award of costs and reasonable attorneys' fees incurred  
10 herein.  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26 ///  
27 ///  
28 ///

NETTLES LAW FIRM  
1389 Galleria Drive, Suite 200  
Henderson, NV 89014

702-434-8282 / 702-434-1488 Fax

1 WHEREFORE, the PLAINTIFF prays for judgment against the DEFENDANT as  
2 follows:

- 3 1. For damages in excess of \$15,000.00;
- 4 2. For a sum in excess of \$15,000.00 for past, present and future loss of consortium;
- 5 3. For lost wages in an amount to be determined at trial;
- 6 4. For punitive and/or exemplary damages;
- 7 5. For interest as permitted by law;
- 8 6. For a declaratory judgment;
- 9 7. For costs and attorneys' fees; and
- 10 8. For such other and further relief as the Court deems proper.

11 DATED this 6 day of December, 2017.

NETTLES LAW FIRM

  
BRIAN D. NETTLES, ESQ.

Nevada Bar No. 7462

WILLIAM R. KILLIP, JR. ESQ.

Nevada Bar No. 3660

JENNIFER A. PETERSON, ESQ.

Nevada Bar No. 11242

1389 Galleria Drive, Suite 200

Henderson, Nevada 89014

Telephone: (702) 434-8282

Facsimile: (702) 434-1488

[brian@nettlawfirm.com](mailto:brian@nettlawfirm.com)

[bill@nettlawfirm.com](mailto:bill@nettlawfirm.com)

[jennifer@nettlawfirm.com](mailto:jennifer@nettlawfirm.com)

Attorneys for Plaintiff